

year period certain and life benefit, provided that such additional optional form shall apply only with respect to and to the extent that the "Bear Minimum" benefit is payable.

B-11 Special Provisions for Participants Who Were Former Participants of Sealed Power Corporation Pension Plan 301 (Supplement I [over the road truck drivers]).

(a) Merger. As of the close of business on December 31, 1988 the liabilities and assets of the Sealed Power Corporation Pension Plan 301 ("Plan 301") and its constituent trust fund which related to Supplement I of Plan 301 were merged into this Plan and into SPX Corporation Pension Trust 2.

(b) Participation. Effective January 1, 1989, each Employee who was a participant under Supplement I of Plan 301 on December 31, 1988 shall become a Participant under this Plan. Each other "over the road truck driver" employee of Sealed Power Corporation shall participate in this Plan as provided at Section 3.1 hereof.

(c) Continuous and Credited Service. Effective January 1, 1989 the continuous service and credited service with respect to each Employee who was a participant in Supplement I of Plan 301 on December 31, 1988 as shown on the records of Plan 301 shall be transferred to this Plan as Continuous Service and Credited Service respectively. From and after January 1, 1989 each such Employee shall be credited with Continuous Service and Credited Service pursuant to the terms of this Plan.

(d) Normal Retirement Minimum Benefit. Upon eligibility for retirement under Section 6.1 (Normal Retirement) on or after January 1, 1989, any Employee who was a participant under Supplement I of Plan 301 on December 31, 1988 shall at his Normal Retirement Date, be entitled to receive a pension of not less than the amount of monthly retirement benefit which he would have received at Normal Retirement Age had his employment terminated on December 31, 1988 (hereinafter sometimes referred to as the "Plan 301 Supplement I Minimum" pension). The information required to calculate Plan 301 Supplement I Minimum pensions is contained in the records of this Plan.

(e) Early Retirement Minimum Benefit. Upon eligibility for retirement under Section 6.2 (Early Retirement) the monthly amount of Early Retirement Benefit payable to a Participant who was a participant under Supplement I of Plan 301 on December 31, 1988 shall be the greater of:

- (1) The monthly Early Retirement Benefit as calculated under Section 6.2(b), or
- (2) A monthly Early Retirement Benefit equal to his "Plan 301 Supplement I Minimum" as defined at (d) above, multiplied by the percentage set forth in Table I below based on the Employee's attained age at the date of the commencement of his benefit, provided, however, for Employees with 30 or more years of Credited Service the monthly basic benefit otherwise payable after age 65 shall be increased to 100% of the Plan 301 Supplement I Minimum.

Table I

AGE	0	1	2	3	4	5	6	7	8	9	10	11
47	30.4	30.6	30.8	31.0	31.2	31.4	31.6	31.8	32.0	32.2	32.4	32.6
48	32.8	33.0	33.2	33.5	33.7	33.9	34.1	34.3	34.5	34.8	35.0	35.2
49	35.4	35.6	35.9	36.1	36.4	36.6	36.9	37.1	37.3	37.6	37.8	38.1
50	38.3	38.6	38.8	39.1	39.4	39.6	39.9	40.2	40.4	40.7	41.0	41.2
51	41.5	41.8	42.1	42.4	42.7	43.0	43.3	43.5	43.8	44.1	44.4	44.7
52	45.0	45.3	45.7	46.0	46.3	46.6	47.0	47.3	47.6	47.9	48.3	48.6
53	48.9	49.3	49.6	50.0	50.3	50.7	51.0	51.4	51.8	52.1	52.5	52.8
54	53.2	53.6	54.0	54.4	54.8	55.2	55.6	55.9	56.3	56.7	57.1	57.5
55	57.9	58.4	58.8	59.3	59.8	60.2	60.7	61.2	61.6	62.1	62.6	63.0
56	63.5	64.0	64.5	65.0	65.5	66.0	66.4	66.9	67.4	67.9	68.4	68.9
57	69.4	69.9	70.4	70.8	71.3	71.8	72.3	72.8	73.3	73.7	74.2	74.7
58	75.2	75.7	76.1	76.6	77.1	77.5	78.0	78.5	78.9	79.4	79.9	80.3
59	80.8	81.3	81.8	82.3	82.8	83.3	83.7	84.2	84.7	85.2	85.7	86.2
60	86.7	87.3	87.8	88.4	88.9	89.5	90.0	90.6	91.1	91.7	92.2	92.8
61	93.3	93.9	94.4	95.0	95.5	96.1	96.6	97.2	97.8	98.3	98.9	99.4

62 or Over = 100%

(f) Vested Minimum Benefit. Upon eligibility for Vested Benefits under Section 6.5 hereof, the monthly amount of the Vested Benefit payable to a Participant who was a participant under Plan 301 on December 31, 1989 shall be the greater of:

- (1) A monthly Vested Benefit calculated in the same manner as provided at Section 6.5(b) (including any early payment reduction); or
- (2) A monthly Vested Benefit equal to his "Plan 301 Minimum" as defined at subsection (d) above reduced by 5/10 of 1% for each complete calendar month by which the date on which such benefits commence precedes the first day of the calendar month coincident with or next succeeding the Participant's sixty-fifth (65th) birthday.

(g) Former Participants on December 31, 1988. Effective as of January 1, 1989, all benefits of former Plan 301 Supplement I participants which on December 31, 1988 were (i) in pay status or (ii) were the subject of a valid retirement benefit election or direction shall become liabilities of the Plan and shall be paid by this Plan in accordance with the terms of Plan 301 Supplement I and as disclosed by the records of Plan 301. In addition, benefits due to former Plan 301 Supplement I participants (or beneficiaries of same) who on December 31, 1988 were eligible for "Deferred Vested Retirement Benefits" as defined at Section 3.5 of Plan 301 shall be paid from this Plan and benefits payable to alternate payees pursuant to qualified domestic relations orders on December 31, 1988 shall, from and after January 1, 1989, be paid from this Plan, in each case in accordance with the terms of Plan 301 Supplement I and as disclosed by the records of Plan 301.

B-12 Special Provisions for Participants Who Were Former Participants of Sealed Power Corporation Pension Plan 301.

(a) Merger. As of the close of business on December 31, 1989 the liabilities and assets of the Sealed Power Corporation Pension Plan 301 ("Plan 301") and its constituent trust fund were merged into this Plan and into SPX Corporation Pension Trust 2.

(b) Participation. Effective January 1, 1990, each Employee who was a participant under Plan 301 on December 31, 1989 became a Participant under this Plan. Each other employee of Sealed Power Corporation shall participate in this Plan as provided at Section 3.1 hereof.

(c) Continuous and Credited Service. Effective January 1, 1990 the continuous service and credited service with respect to each Employee who was a participant in Plan 301 on December 31, 1989 as shown on the records of Plan 301 were transferred to this Plan as Continuous Service and Credited Service respectively. From and after January 1, 1990 each Employee shall be credited with Continuous Service and Credited Service pursuant to the terms of this Plan.

(d) Normal Retirement Minimum Benefit. Upon eligibility for retirement under Section 5.1 (Normal Retirement) on or after January 1, 1990, any Employee who was a participant under Plan 301 on December 31, 1989 shall at his Normal Retirement Date, be entitled to receive a pension of not less than the amount of monthly retirement benefit which he would have received at Normal Retirement Age had his employment terminated on December 31, 1989 (hereinafter sometimes referred to as the "Plan 301 Minimum" pension). The information required to calculate Plan 301 Minimum pensions is contained in the records of this Plan.

(e) Early Retirement Minimum Benefit. Upon eligibility for retirement under Section 6.2 (Early Retirement) the monthly amount of Early Retirement Benefit payable to a Participant who was a participant under the Plan 301 on December 31, 1989 shall be the greater of:

- (1) The monthly Early Retirement Benefit as calculated under Section 6.2(b), or
- (2) A monthly Early Retirement Benefit equal to his "Plan 301 Minimum" as defined at (d) above, reduced by 4/10 of 1% for each complete calendar month by which such Participant's first Early Retirement benefit payment precedes the first day of the calendar month coincident with or next following his sixty-fifth (65th) birthday (36 months) and also reduced by 5/10 of 1% for each complete calendar month by which such Participant's first Early Retirement payment precedes the first day of the calendar month coincident with or next following his sixty-second (62nd) birthday.

(f) Vested Minimum Benefit. Upon eligibility for Vested Benefits under Section 6.5(b) hereof, the monthly amount of the Vested Benefit payable to a Participant who was a participant under Plan 301 on December 31, 1989 shall be the greater of:

- (1) A monthly Vested Benefit calculated in the same manner as provided at Section 6.5 (including any early payment reduction); or
- (2) A monthly Vested Benefit equal to his "Plan 301 Minimum" as defined at subsection (d) above reduced by 5/10 of 1% for each complete calendar month by which the date on which such benefits commence precedes the first day of the calendar month coincident with or next succeeding the Participant's sixty-fifth (65th) birthday.

(g) Former Participants on December 31, 1989. Effective as of January 1, 1990, all benefits of former Plan 301 participants which on December 31, 1989 were (i) in pay status or (ii) were the subject of a valid retirement benefit election or direction became liabilities of the Plan and shall be paid by this Plan in accordance with the terms of Plan 301 and as disclosed by the records of Plan 301. In addition, benefits due to former Plan 301 participants (or beneficiaries of same) who on December 31, 1989 were eligible for "Deferred Vested Retirement Benefits" as defined at Section 3.5 of Supplement II or 3.4 of Supplement III of Plan 301 shall be paid from this Plan and benefits payable to alternate payees pursuant to qualified domestic relations orders on December 31, 1989 shall, from and after January 1, 1990, be paid from this Plan, in each case in accordance with the terms of Plan 301 and as disclosed by the records of Plan 301.

B-13 Special Early Retirement Benefits.

(a) Eligibility. Subject to the exceptions enumerated at paragraph 22.13(b) below, all Salaried Employees who meet the requirements of this paragraph 22.13(a) shall be eligible for the Special Early Retirement Benefit described in this Appendix B-13:

- (1) Will be at least 55 years old by December 31, 1990,
- (2) Have completed 5 Years of Credited Service under this Plan or the Sealed Power Corporation Pension Plan 301 as of December 31, 1989,
- (3) Voluntarily elect Special Early Retirement pursuant to this section between February 1 and February 19, 1990,
- (4) Retire during 1990 but not earlier than his 55th birthday.

(b) Exceptions to Eligibility. The following classes of Salaried Employees are not eligible for the Special Early Retirement Benefit:

- (1) Officers of the Company,
- (2) Salaried Employees employed at Bear Automotive Service Equipment Company,
- (3) Salaried Employees who were not in the active service of the Company on December 31, 1989.

(c) Amount. The Special Early Retirement Benefit for eligible Salaried Employees as described in this Appendix B-13 shall be determined as follows:

- (1) Retirement Benefit. In lieu of calculating retirement benefits with reference to the otherwise applicable Normal Retirement Benefit as described at Section 6.1, the Special Early Retirement Benefit for an eligible Salaried Employee shall be calculated as a Normal Retirement Benefit equal to the sum of (A), (B), and (C) below, but not less than \$13 multiplied by Credited Service, PROVIDED, that the monthly Normal Retirement Benefit for those Participants who were participants under SPX Corporation Plan 003, 212, 215 or 006 on December 31, 1988 shall in no event be less than the minimum pensions described in this Section 22, if and as applicable.
 - (A) 1% of Pay multiplied by Credited Service plus 5 years (not to exceed 30 years total).
 - (B) .75% of Pay multiplied by Credited Service plus 5 years (in excess of 30 years total but not in excess of 40 years total).
 - (C) .5% of Pay in excess of Covered Compensation multiplied by Credited Service (not to exceed 30 years).

The portion of the Normal Retirement Benefit which is the total of (A) and (B) above shall be referred to for purposes of this Appendix B-13 as the

"Non-Integrated Benefit"; the portion of the benefit described at (C) above shall be referred to as the "Integrated Benefit".

Except as modified herein, all features of the Retirement Benefit to be paid pursuant to this Appendix B-13 shall be as otherwise provided in the Plan.

(2) Early Retirement. The Special Early Retirement Benefit for a Salaried Employee otherwise eligible under this Appendix B-13 who has not attained his Normal Retirement Date at such time as he retires pursuant to this Appendix B-13 shall receive an Early Retirement Benefit as described below, which shall be in lieu of the Early Retirement Benefit otherwise provided at Section 5.2.

If the Participant has attained age 57 as of the date his benefits commence under this Appendix B-13 in 1990, his Non-Integrated Benefit will not be reduced for early payment. If the Participant has attained age 55 but has not yet attained age 57 on the date his benefits commence under this Appendix B-13 in 1990, his Non-Integrated Benefit will be reduced by .5% for each complete calendar month by which the Participant's first Early Retirement Benefit payment hereunder precedes the first day of the calendar month coincident with or next following his 57th birthday.

The Participant's Integrated Benefit shall be reduced for early payment as described in Section 5.2(d) of the Plan in effect for 1990.

B-14 Special Provisions for Participants Who Were Former Participants of SPX Corporation Pension Plan 202 and SPX Corporation Pension Plan 214.

(a) As of the close of business on October 22, 1993, the Replacement Division of SPX Corporation was sold. As a result, the employment by SPX Corporation of all active Participants under the SPX Corporation Pension Plan 202 ("Plan 202") and the SPX Corporation Pension Plan 214 ("Plan 214"), collectively referred to as "the Plans", terminated as of that date. On October 22, 1993, such persons ceased to be "Employees" as that term was defined in the Plans. By amendment to the Plans effective October 22, 1993, all participants under the Plans who were employed on October 22, 1993 were deemed to be 100% vested in benefits accrued to date under the Plans.

Also effective October 22, 1993, the Plans shall merge into this Plan and a bookkeeping entry shall be made under SPX Corporation Pension Trust No. 2, reflecting the merger and transfer of assets and liabilities from the Plans to this Plan which shall occur on December 31, 1993 or as soon thereafter as it may be accomplished. As a result of those mergers, the benefits of all participants or former participants under the Plans shall be paid by this Plan, subject to the terms of this Section. Such former Plan 202 or 214 participants shall accordingly become Participants of this Plan, but solely within the terms of this Section.

(b) Effective as of December 31, 1993 (or if later, upon the date of merger and transfer of assets), all benefits of former Plan 202 and 214 participants which on October 22, 1993 were (i) in pay status, or (ii) were the subject of a valid retirement benefit election or direction shall become liabilities of this Plan and shall be paid by this Plan. All such benefits shall be paid in accordance with the terms of Plan 202 or Plan 214 and shall be as disclosed by the records of those Plans.

(c) Set forth in the records of this Plan is information required to calculate the SPX Corporation Plan 202 Accrued Benefits of Active Employees as of October 22, 1993 and SPX Corporation Plan 214 Accrued Benefits of Active Employees as of October 22, 1993 payable at normal retirement age to the former Plan 202 or Plan 214 participants so described. Such benefit is expressed as a monthly payment of a single life benefit commencing at normal retirement age. Such benefits shall be payable to persons described on said records as follows:

- (1) Any such former Plan 202 or Plan 214 participant who had attained the age of 65 on October 22, 1993 shall be eligible for a normal or late retirement benefit as set forth in Sections 4.1 and 4.3 of the Plans.
- (2) Any such former Plan 202 or Plan 214 participant who had either (a) reached age 55 and had completed ten or more years of "Continuous Service" (as defined in the Plans) on October 22, 1993, (b) reached age 55 with combined age and "Credited Service" (as defined in the Plans, to the nearest 1/10 in each case) totaling 85 or (c) would have attained age 55 by December 31, 1994 and would have had ten years of Continuous Service, assuming continued employment to December 31, 1994, (in any case without regard to Continuous Service granted solely for vesting purposes

to all active participants on October 22, 1993), shall be eligible for an early retirement benefit as described in Section 4.2 of the Plans.

- (3) Any such Participant who on October 22, 1993 had completed at least five years of Continuous Service (without regard to Continuous Service granted solely for vesting purposes to all active participants on October 22, 1993) and who had otherwise on such date met the requirements of Section 4.4 of the Plans, shall be eligible for a disability retirement benefit as described in Section 4.4 of the Plans.
- (4) Any former Plan 202 or Plan 214 participant not meeting the specifications described in paragraphs (1) through (3) above shall be eligible for a deferred vested retirement benefit as described in Section 4.5 of the Plans.
- (5) All benefits provided for in paragraphs (1) through (4) above shall be subject to the provisions of Section 4.6 of the Plans with respect to the survivor annuity requirements. Benefits shall be payable only in the forms provided for in the Plans at Sections 4.6 and 5.2 including the automatic annuity forms and optional annuity forms respectively. Lump sum distributions shall be payable in the case of benefit amounts qualifying therefore pursuant to Section 5.5 of the Plans. Specifically, lump sum distributions shall be automatic where the present value of the benefit to be distributed is \$5,000 or less. Benefits having a present value in excess of \$5,000 but less than \$15,000 may be paid in the form of a lump sum with the participant's and spouse's written consent. Payment of all benefits shall be subject to applicable spousal consent rules as provided by the Plans.
- (6) All above described benefits shall be available for payment to participants on December 31, 1993 or on the date of the merger and transfer of assets, if later. (Participants may elect to defer the commencement of any benefit of a present value greater than \$5,000 and therefore not subject to mandatory immediate cash-out, all in accordance with Section 5 of the Plans.)

(d) Each former participant of Plan 202 or Plan 214 (whether or not employed by SPX Corporation on October 22, 1993) shall receive a benefit under this Plan immediately after the merger and transfer of assets and liabilities described herein (if this Plan then terminated) which is equal to or greater than the benefit he would have been entitled to receive from Plan 202 or Plan 214 immediately before the merger (if Plan 202 or Plan 214 had then terminated).

B-15 Special Provisions for Participants Who Were Employees of the Replacement Division on October 22, 1993.

(a) As of the close of business on October 22, 1993, the Replacement Division of SPX Corporation was sold. As a result, the employment by SPX Corporation of all active Participants under the Plan terminated as of that date. On October 22, 1993, such persons ceased to be "Employees" as that term is defined herein.

(b) Benefits with respect to Replacement Division employees that are already in pay status or were the subject of valid retirement benefit elections or direction shall continue to be paid by the Plan in accordance with the provisions of the Plan on October 22, 1993.

(c) Set forth in the records of this Plan is information required to calculate the SPX Corporation Pension Plan 3 Accrued Benefits of Active Replacement Division Employees as of October 22, 1993 payable at normal retirement age to the former Replacement Division Participants so described. Such benefit is expressed as a monthly payment of a single life benefit commencing at normal retirement age. Such benefits shall be payable to persons described in said records as follows:

- (1) Any such former Participant who had attained the age of 65 on October 22, 1993 shall be eligible for a normal retirement benefit as set forth in Section 6 of the Plan.
- (2) Any such former Participant who had (a) attained the age of 55 and completed ten (10) years of Continuous Service as of October 22, 1993 or (b) would have attained age 55 and completed ten (10) years of Continuous Service by December 31, 1994, assuming continued employment to that date (in either case without regard to Continuous Service granted solely for vesting purposes to all active Replacement Division Participants on October 22, 1993), shall be eligible for an early retirement benefit as set forth at Section 6.2
- (3) Any such Participant who on October 22, 1993 had completed at least five years of Continuous Service (without regard to Continuous Service granted solely for vesting purposes to all active Replacement Division Participants on October 22, 1993) and who had otherwise on such date met the requirements of Section 6.3 shall be eligible for a disability retirement benefit as described in Section 6.3.
- (4) Any former Replacement Division Participant not meeting the specifications described in paragraphs (1) through (3) above shall be eligible for a deferred vested retirement benefit as described in Section 6.4.
- (5) All benefits provided for in paragraphs (1) through (4) above shall be subject to the provisions of the Plan with respect to the survivor annuity requirements. Benefits shall be payable only in the forms provided for in Sections 6.7 and 6.8 including the automatic annuity forms and optional annuity forms respectively. Lump sum distributions shall be payable in the case of benefit amounts qualifying therefore pursuant to Section 15.1.

Specifically, lump sum distributions shall be automatic where the present value of the benefit to be distributed is \$5,000 or less. Benefits having a present value in excess of \$5,000 but less than \$15,000 may be paid in the form of a lump sum with the Participant's and spouse's written consent. Payment of all benefits shall be subject to applicable spousal consent rules.

(6) All above described benefits shall be available for payment to Participants on December 31, 1993 or on the date of the merger and transfer of assets, if later. Participants may elect to defer the commencement of any benefit of a present value greater than \$5,000 and therefore not subject to mandatory immediate cash-out, all in accordance with Section 6.

B-16 Special Provisions for Participants Who Are Employees of Company's Automotive Diagnostics Division.

(a) Separate Benefit Structure. Effective December 31, 1993, all Employees of the Company's Automotive Diagnostics Division except those who are former Allen Testproducts Business employees described in Appendix B-17(b) shall cease benefit accruals under the Plan's general retirement benefit structure set forth in Section 5. Effective January 1, 1994, all such Automotive Diagnostics Division Employees shall accrue retirement benefits instead under the benefit structure set forth in this Appendix B-16. Effective July 1, 1997, all such Automotive Diagnostics Division Employees shall accrue benefits in the cash balance form described in Section 5 (and not under a separate benefit formula), provided that this Appendix B-16 shall continue to apply to the Grandfathered Benefits of any such Automotive Diagnostics Division Employees who are Grandfathered Participants.

(b) Normal Retirement Benefit. Upon eligibility for retirement under Section 6.1 (Normal Retirement) on or after January 1, 1994, any Automotive Diagnostics Division Employee described in (a) above who was a Participant on December 31, 1993 or who thereafter becomes a Participant shall at his Normal Retirement Date be entitled to receive a pension equal to (1) plus (2) plus (3), but not less than (4), where:

- (1) equals .85% of one-twelfth (1/12) of his Five-Year Average Earnings not in excess of his Covered Compensation Amount, multiplied by his Credited Service not in excess of 30 years;
- (2) equals 1.35% of one-twelfth (1/12) of his Five-Year Average Earnings in excess of his Covered Compensation Amount, multiplied by his Credited Service not in excess of 30 years;
- (3) equals .6% of one-twelfth (1/12) of his Five-Year Average Earnings, multiplied by his Credited Service in excess of 30 years but not in excess of 40 years; and
- (4) equals the amount of monthly retirement benefit which he would have received at Normal Retirement Age under Section 6 of this Plan had his employment terminated on December 31, 1993 (hereinafter referred to as the "Plan 3 Minimum" pension). Information required to calculate Plan 3 Minimum pensions, expressed as a monthly payment of a single life benefit commencing at Normal Retirement Age, for all eligible Employees is contained in the records of this Plan.

For purposes of this Appendix B-16, "Five-Year Average Earnings" shall have the same meaning as Pay under Section 2.1(hh), except that the averaging period for a Participant's compensation shall be the five calendar years (not necessarily consecutive) in which the largest amount of compensation was paid to him by the Employer during the last ten years of his Credited Service.

(c) Early Retirement Minimum Benefit. Upon eligibility for retirement under Section 6.2 (Early Retirement), the monthly amount of Early Retirement Benefit payable to a Participant

who is an Automotive Diagnostics Division Employee described in (a) above on or after January 1, 1994 shall be the greater of:

- (1) A monthly Early Retirement Benefit computed in the same manner as a Normal Retirement Benefit under (b) above, based on his Five-Year Average Earnings and Credited Service as of his Early Retirement Date and reduced by one-half percent (.5%) for each complete calendar month by which the Participant's first Early Retirement Benefit payment precedes the first day of the month coincident with or next following his 65th birthday, or
- (2) A monthly Early Retirement Benefit equal to the Participant's Plan 3 Minimum, as defined at (b)(4) above, reduced by one-half percent (.5%) for each complete calendar month by which the Participant's first Early Retirement Benefit payment precedes the date which is three years prior to the first day of the month coincident with or next following his Social Security Unreduced Retirement Age.

(d) Vested Minimum Benefit. Upon eligibility for Vested Benefits under Section 6.5, the monthly amount of Vested Benefit payable to a Participant who is an Automotive Diagnostics Division Employee described in (a) above on or after January 1, 1994 shall be the greater of:

- (1) A monthly Vested Benefit computed in the same manner as a Normal Retirement Benefit under (b) above, based on his Five-Year Average Earnings and Credited Service at the time of his Break in Service and reduced by one-half percent (.5%) for each complete calendar month by which the Participant's first Vested Benefit payment precedes the first day of the month coincident with or next following his 65th birthday, or
- (2) A monthly Vested Benefit equal to the Participant's Plan 3 Minimum, as defined at (b)(4) above, reduced by one-half percent (.5%) for each complete calendar month by which the Participant's first Vested Benefit payment precedes his Social Security Unreduced Retirement Age.

B-17 Special Provisions for Participants Who Were Former Participants in The Allen Group, Inc. Corporate Retirement Plan.

(a) Acquisition. Effective June 11, 1993, the Company acquired the Allen Testproducts Business from the Allen Group, Inc., and the employment of certain management and administrative employees of the Allen Testproducts Business was transferred to the Company's Bear Automotive Division, which was concurrently renamed the Company's Automotive Diagnostics Division. Effective as of the date of acquisition, such former Allen Testproducts Business employees became Employees as that term is defined under this Plan. On or about September 19, 1993, assets representing the accumulated benefit obligations to such former Allen Testproducts Business employees under The Allen Group Inc. Corporate Retirement Plan (hereinafter referred to as the "Allen Corporate Plan") were transferred from the trust established pursuant to the Allen Corporate Plan to the SPX Corporation Pension Trust No. 2. As a result of such transfer, the retirement benefits of such former Allen Testproducts Business employees shall be paid by this Plan, subject to the terms of this Appendix B-17.

(b) Participation. Effective June 11, 1993, each Employee who is a former Allen Testproducts Business employee and participated in the Allen Corporate Plan became a Participant under this Plan. Each other former Allen Testproducts Business employee who becomes an Employee shall participate in this Plan as provided at Section 3.1 hereof.

(c) Continuous Service and Credited Service. Effective June 11, 1993, the continuous service and credited service with respect to each Employee who was an Allen Testproducts Business employee on June 10, 1993 as shown on the records of the Allen Corporate Plan were transferred to this Plan as Continuous Service and Credited Service respectively. From and after June 11, 1993, each such Employee shall be credited with Continuous Service and Credited Service pursuant to the terms of this Plan. For purposes of transferring the continuous service and credited service of any such Employee from the Allen Corporate Plan to this Plan, the following special service crediting rules shall apply:

- (1) Continuous Service. If any such Employee was credited with fewer than 1,000 hours of service under the Allen Corporate Plan from January 1, 1993 to June 10, 1993, such Employee's hours of service under the Allen Corporate Plan during such period shall be credited as Continuous Service under this Plan on a daily basis pursuant to Section 4.1(b). In determining the days of Continuous Service for which such Employee shall be credited, the service equivalency of such Employee's hours of service under the Allen Corporate Plan during such period shall be calculated by dividing such Employee's total hours of service by eight or by any other equivalency method permitted under Department of Labor Regulation Section 2530.200b-3.
- (2) Credited Service. If any such Employee was continuously employed by the Allen Testproducts Business from January 1, 1993 through June 10, 1993, was otherwise eligible to be credited with credited service under the Allen Corporate Plan during such period, but did not receive credited

service credit on account of the Employee's transfer of employment on June 10, 1993, such Employee's days of employment during such period shall be credited as Credited Service under this Plan on a daily basis pursuant to Section 4.2(b). In determining the days of Credited Service for which such Employee shall be credited, the service equivalency of such Employee's days of employment under the Allen Corporate Plan during such period shall be calculated by crediting a day of Credited Service for each day of such Employee's employment or by any other method permitted under Department of Labor Regulation Section 2530.200b-3.

(d) Normal Retirement Benefit. Upon eligibility for retirement under Section 6.1 (Normal Retirement) on or after June 11, 1993, any Employee who was a participant under the Allen Corporate Plan on June 10, 1993 shall at his Normal Retirement Date be entitled to receive a pension equal to (1) plus (2) plus (3), but not less than (4), where:

- (1) equals .85% of one-twelfth (1/12) of his Five-Year Average Earnings not in excess of his Covered Compensation Amount, multiplied by his Credited Service not in excess of 30 years;
- (2) equals 1.35% of one-twelfth (1/12) of his Five-Year Average Earnings in excess of his Covered Compensation Amount, multiplied by his Credited Service not in excess of 30 years;
- (3) equals .6% of one-twelfth (1/12) of his Five-Year Average Earnings, multiplied by his Credited Service in excess of 30 years but not in excess of 40 years; and
- (4) equals the amount of monthly retirement benefit which he would have received at age 65 under the Allen Corporate Plan had his employment terminated on June 10, 1993 (hereinafter referred to as the "Allen Minimum" pension). Allen Minimum pensions, expressed as a monthly payment of a single life benefit commencing at age 65, have been computed for all eligible Employees or information required to calculate such Allen minimum pensions are set forth in the records of this Plan. For purposes of calculating an Employee's Allen Minimum pension, all benefit accruals under any minimum benefit formula for which any such Employee may have been eligible under the Allen Corporate Plan on June 10, 1993 shall cease as of that date.

For purposes of this Appendix B-17, "Five-Year Average Earnings" shall mean the sum of (a) the average of Basic Annual Earnings (as defined in the Allen Corporate Plan) of a Participant during any five (5) calendar years (or during his total employment if less than five (5) years) of the highest Basic Annual Earnings, and (b) the average of Special Annual Earnings (as defined in the Allen Corporate Plan) during any five (5) calendar years (or during his total employment if less than five (5) years) of highest Special Annual Earnings, in either case earned or received in the last ten (10) years of his Credited Service. For purposes of the preceding sentence, the five (5) years of Basic Annual Earnings used in computing

the average thereof need not be the same five (5) years used in computing the average of Special Annual Earnings.

For purposes of this Appendix B-17, "Five-Year Average Earnings" shall have the same meaning as Pay under Section 2.1(hh), except that the averaging period for a Participant's compensation shall be the five calendar years (not necessarily consecutive) in which the largest amount of compensation was paid to him by the Employer during the last ten years of his Credited Service. For purposes of the immediately preceding sentence, the five (5) years of compensation used in computing the average thereof need not be the same five (5) years used in computing the average.

(e) Early Retirement Minimum Benefit. Upon eligibility for retirement under Section 6.2 (Early Retirement) on or after June 11, 1993, the monthly amount of Early Retirement Benefit payable to a Participant who was a participant under the Allen Corporate Plan on June 10, 1993 shall be the greater of:

- (1) A monthly Early Retirement Benefit computed in the same manner as a Normal Retirement Benefit under (d) above, based on his Five-Year Average Earnings and Credited Service as of his Early Retirement Date and reduced by one-half percent (.5%) for each complete calendar month by which the Participant's first Early Retirement Benefit payment precedes the first day of the month coincident with or next following his 65th birthday, or
- (2) A monthly Early Retirement Benefit equal to the Participant's Allen Minimum, as defined at (d)(4) above, reduced by the early retirement reduction factor specified in the following table for each complete calendar month by which the Participant's first Early Retirement Benefit payment precedes the first day of the month coincident with or next following his 65th birthday:

<i>Complete Years by Which Early Retirement Date Precedes Participant's 65th Birthday</i>	<i>Early Retirement Reduction Factors</i>
10	40%
9	36%
8	32%
7	28%
6	24%
5	20%
4	15%
3	12%
2	8%
1	4%
0	0%

The above factors shall be interpolated for complete months.

(f) Vested Benefit. Upon eligibility for Vested Benefits under Section 6.5 on or after June 11, 1993, the monthly amount of the Vested Benefit payable to a Participant who was a participant under the Allen Corporate Plan on June 10, 1993 shall be the greater of:

- (1) A monthly Vested Benefit computed in the same manner as a Normal Retirement Benefit under (d) above, based on his Five-Year Average Earnings and Credited Service as of his Break in Service and reduced by one-half percent (.5%) for each complete calendar month by which the Participant's first Vested Benefit payment precedes the first day of the month coincident with or next following his 65th birthday, or
- (2) A monthly Vested Benefit equal to the Participant's Allen Minimum, as defined at (d)(4) above, reduced by the early retirement reduction factor specified in the table in (e)(ii) above for each calendar month by which the Participant's first Vested Benefit payment precedes the first day of the month coincident with or next following his 65th birthday.

(g) Optional Forms. For any Participant on or after June 11, 1993 who was a participant in the Allen Corporate Plan on June 10, 1993, in addition to the optional forms of payment available under Section 6.8 of this Plan, such Participant shall be permitted to elect the following optional forms of payment:

- (1) a joint and 25% survivor benefit; and
- (2) a level income lifetime only benefit providing larger payments before age 62 and smaller payments after age 62 so as to produce, together with the Participant's benefits under the Social Security Act, an approximately level total monthly income;

provided, however, that such additional forms of payment shall apply only with respect to and to the extent that the Participant's Allen Minimum pension is payable.

(h) Effective July 1, 1997, all Participants who are former Allen Testproducts Business employees shall accrue benefits in the cash balance form described in Section 5 (and not under a separate benefit formula), provided that this Appendix B-17 shall continue to apply to the Grandfathered Benefits of any such former Allen Testproducts Business employees who are Grandfathered Participants.

B-18 Special Provisions for Allen Group, Inc. Commissioned Sales Employees.

On June 11, 1993, certain commissioned sales employees of the Allen Group, Inc. became Employees of the Company as part of the acquisition described in Appendix B-17(a). These employees were not participants in the Allen Group, Inc. Corporate Retirement Plan. Nevertheless, such employees shall be deemed to have been participants in said Allen Group, Inc. plan for purposes of accruing benefits under Appendix B-17 on and after June 11, 1993 except as modified in this Appendix B-18 with respect to service. These employees shall be credited with Continuous Service for employment with The Allen Group, Inc. prior to June 11, 1993 for purposes of eligibility to participate in this Plan and vesting, but not for purposes of Credited Service. The Credited Service Commencement Date for such former Allen Group, Inc. commissioned sales employees shall be June 11, 1993. The Continuous Service Commencement Date shall be the first date each such employee first performed an Hour of Service with The Allen Group, Inc. Each such employee shall automatically become a Participant in this Plan on June 11, 1993, provided that (a) the one year anniversary of his Continuous Service Commencement Date occurred on or before June 11, 1993, or (b) he is an Employee of the Company on or after June 11, 1993, on the one year anniversary of his Continuous Service Commencement Date.

B-19 Special Provisions for Participants Who Were Former Participants of Owatonna Group Pension Plan or Are Employed in the Owatonna Group.

(a) Merger. Effective as of the close of business on December 31, 1994, the liabilities and assets of the Owatonna Group Pension Plan (the "Owatonna Plan") and its constituent trust fund were merged into this Plan and into the SPX Corporation Pension Trust 2, respectively.

(b) Participation. Effective January 1, 1995, each Employee who was a participant under the Owatonna Plan on December 31, 1994 shall become a Participant under this Plan. Each other Employee of Owatonna Group, a division of SPX Corporation, shall participate in this Plan pursuant to Section 3.1. All such Employees are referred to in this Appendix B-19 as "Owatonna Group Participants".

(c) Continuous and Credited Service. Effective January 1, 1995, the continuous service and credited service with respect to each Employee who was a participant in the Owatonna Plan on December 31, 1994 as shown on the records of the Owatonna Plan shall be transferred to this Plan as Continuous Service and Credited Service, respectively. From and after January 1, 1995, each such Employee shall be credited with Continuous Service and Credited Service pursuant to the terms of this Plan.

(d) Former Owatonna Group Participants with Benefits Being Paid on December 31, 1994. Effective as of January 1, 1995, all benefits of former Owatonna Plan Participants whose benefits under the Owatonna Plan were--

- (1) in pay status on December 31, 1994; or
- (2) were the subject of a valid retirement benefit election or direction on or before December 31, 1994

shall become liabilities of this Plan and be paid by this Plan in accordance with the terms of the Owatonna Plan and as disclosed by the records of the Owatonna Plan.

(e) Terminated Vested Owatonna Group Participants with Benefits Not Being Paid on December 31, 1994. Effective as of January 1, 1995, all benefits of former Owatonna Plan Participants who had terminated employment with the Owatonna Group prior to January 1, 1995 with a vested right to a retirement benefit under the Owatonna Plan but had not yet begun to receive that benefit shall become liabilities of this Plan and be paid by this Plan in accordance with this Appendix B-19. Set forth in the records of this Plan is information required to calculate the accrued benefit payable at Normal Retirement Age to the Terminated Vested Owatonna Plan Participants listed in such records and the records of the Owatonna Plan. Such benefits shall be expressed as a monthly payment of a single life benefit commencing at age 65.

(f) Separate Benefit Structure.

- (1) Effective as of January 1, 1995, all benefits under the Owatonna Plan of Owatonna Group Participants who --
 - (i) were actively employed in the Owatonna Group on December 31, 1994; and
 - (ii) satisfied this Plan's eligibility requirements as of January 1, 1995 shall become liabilities of this Plan and be paid by this Plan in accordance with the provisions of (g), (h), (i) or (j) below, as applicable.
- (2) Effective January 1, 1995, all Participants in this Plan who are employed in the Company's Owatonna Group shall continue or commence to accrue benefits under the benefit structure set forth in this Appendix B-19, and shall not accrue benefits under the Plan's general retirement benefit structure set forth in Section 5.
- (3) Effective July 1, 1997, all Owatonna Group Participants shall accrue benefits in the cash balance form described in Section 5 (and not under a separate benefit formula), provided that this Appendix B-19 shall continue to apply to the Grandfathered Benefits of any such Owatonna Group Participants who are Grandfathered Participants.

(g) Normal Retirement Benefit. Upon attainment of Normal Retirement Age on or after January 1, 1995, an Owatonna Group Participant shall be eligible to receive an Accrued Monthly Pension as follows:

- (1) Subject to the minimum Accrued Benefit guarantees of (2)-(5) below, the "Accrued Monthly Pension" of an Owatonna Group Participant determined as of any time shall equal the sum of (i), (ii) and (iii) below:
 - (i) 1% of Final Average Monthly Earnings up to Covered Compensation multiplied by Credited Service (not to exceed 30 years).
 - (ii) 1.5% of Final Average Monthly Earnings in excess of Covered Compensation multiplied by Credited Service (not to exceed 30 years).
 - (iii) Effective January 1, 1993, .375% of Final Average Monthly Earnings in excess of Covered Compensation multiplied by Credited Service in excess of 30 years, but not to exceed 10 such years.
- (2) In the case of an Owatonna Group Participant who was a participant in the Salaried Employees Pension Plan of Owatonna Tool Company or the Hourly Paid Employees Pension Plan of Owatonna Tool Company when such plans were amended on December 10, 1966, and who continued as a participant through December 1, 1976, his Accrued Monthly Pension as of any time shall be not less than the product of (i) times (ii) below: